

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

In re:

Edward Lyle Gross and  
Nellie Daune Roberts,

Bky. No. 02-94367 GFK  
Chapter 7 Case  
ADV. No. 03-3090

Debtors.

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The Great-West Life Assurance Company.

Plaintiff,

v.

Edward Lyle Gross and  
Nellie Daune Roberts,

Defendants.

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**JOINT STIPULATION OF  
UNCONTROVERTED FACTS**

### STIPULATION

Plaintiff The Great-West Life Assurance Company ("Great-West") and the Defendants Edward Lyle Gross and Nellie Daune Roberts agree that the following facts are true and undisputed:

A. On August 8, 1995, Defendant Edward Lyle Gross ("Defendant Gross") commenced a lawsuit against Great-West in the Court of Queen's Bench of Alberta, Judicial District of Edmonton, Canada, for negligent misrepresentation and breach of contract.

B. On May 2, 2000, the Court of Queen's Bench of Alberta rendered a decision in favor of Defendant Gross. On May 24, 2000, the judgment was entered. On September 20, 2000, the Court of Queen's Bench of Alberta entered a Consent Order stating that Great-West must pay Defendant Gross, *inter alia*, the costs awarded by the Court of Queen's Bench of Alberta in the amount of \$190,000 (CAD).

C. On or about June 26, 2000, Great-West paid Defendant Gross \$190,000 (CAD), representing the amount due under the Consent Order for costs awarded to Defendant Gross by the Court of Queen's Bench of Alberta.

D. Defendant Gross was aware that Great-West was going to appeal the judgment by the Court of Queen's Bench of Alberta, including the award of \$190,000 (CAD).

E. On February 20, 2002, the Court of Appeal of Alberta reversed the trial judgment and ordered that Defendant Gross pay Great-West costs for the trial, costs of the appeal, and that Defendant Gross return the \$190,000 (CAD) paid by Great-West. Judgment was entered on October 9, 2002.

F. Great-West demanded that Defendant Gross return the \$190,000 (CAD). Upon demand, Defendant Gross did not return the \$190,000 (CAD) to Great-West. To date, Defendant Gross has not returned the \$190,000 (CAD) to Great-West.

G. On November 21, 2002, the judgment of the Court of Appeal of Alberta was duly registered with the Third Judicial District Court, Olmsted County, Minnesota, in the amount of \$300,780.71 (USD). Included in this registered judgment is the \$190,000 (CAD) that Defendant Gross did not return to Great-West.

H. In July of 2002, the Defendants sold a house in Canada, known as the Douglas house.

I. Defendant Nellie Daune Roberts received \$354,401.75 in partial payment from the closing on the sale of the Douglas house.

Dated: July 30, 2004.

ROBINS, KAPLAN, MILLER & CIESI L.L.P.

By:  

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ATTORNEYS FOR THE GREAT-WEST LIFE  
ASSURANCE COMPANY

Dated: July 2, 2004.

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ATTORNEYS FOR EDWARD LYLE GROSS  
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